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9 Attorneys for Plaintiff  
10 J.E. Robert Company, as Special Servicer for  
11 Wells Fargo Bank, N.A., as Trustee for the Registered  
12 Holders of J.P. Morgan Chase Commercial Mortgage  
13 Securities Trust 2007-LDP10 Commercial Mortgage  
14 Pass-Through Certificates, Series 2007-LDP10

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17  
18 IN THE UNITED STATES DISTRICT COURT  
19 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
20  
21 SAN FRANCISCO DIVISION

22  
23 J.E. ROBERT COMPANY, AS SPECIAL  
24 SERVICER FOR WELLS FARGO BANK,  
25 N.A., AS TRUSTEE FOR THE REGISTERED  
26 HOLDERS OF J.P. MORGAN CHASE  
27 COMMERCIAL MORTGAGE SECURITIES  
28 TRUST 2007-LDP10 COMMERCIAL  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-LDP10,

Case No. C 10-3086 RS

**AGREED ORDER GRANTING J.E.  
ROBERT COMPANY'S EMERGENCY  
MOTION FOR APPOINTMENT OF A  
RECEIVER AND TEMPORARY  
RESTRAINING ORDER**

29  
30 Plaintiff,  
31 v.  
32 TROPHY PROPERTIES IV B8A, LLC and  
33 DOES 1 – 50, inclusive,  
34 Defendants.

35  
36 On July 20, 2010, at 2:30 p.m., this Court considered the Emergency Motion for  
37 appointment of a receiver (“Emergency Motion”) filed by Plaintiff J.E. Robert Company, as  
38 Special Servicer for Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P.  
39 Morgan Chase Commercial Mortgage Securities Trust 2007-LDP10 Commercial Mortgage Pass-  
40 Through Certificates, Series 2007-LDP10 (“Plaintiff”). Plaintiff appeared by its counsel,  
41 Scott H. Olson of Seyfarth Shaw LLP. Defendant Trophy Properties IV B8A, LLC

1 ("Defendant") appeared by its counsel, Ed Singer. The Defendant has agreed to the appointment  
 2 of a receiver and the terms of this Order. The Court, having considered Plaintiff's Emergency  
 3 Motion, and the pleadings and papers filed in support of such Motion, the arguments of counsel  
 4 at the hearing, and the Court, having determined that (1) good cause exists for the appointment of  
 5 a receiver, (2) Defendant received proper notice of the Emergency Motion, and that (3) Plaintiff  
 6 would suffer irreparable injury without the appointment of a receiver, and, good cause appearing  
 7 therefor,

8 IT IS HEREBY ORDERED as follows:

9 **APPOINTMENT OF RECEIVER**

10 IT IS HEREBY ORDERED that Steven R. Boyack of Laramar Urban Specialty Partners  
 11 LLC ("Receiver"), is qualified to act as Receiver in this action, and is hereby appointed as  
 12 Permanent Receiver, pursuant to Federal Rule of Civil Procedure 66 and Civil L.R. 66, to take  
 13 possession, custody, and control of the property described below ("Property").

14 **1. Description of the Property:**

15 As used herein, the Property shall mean, collectively, the multi-family real properties  
 16 located at (a) 755-757 Green Street, San Francisco, CA, (b) 940-949 Hayes Street, San  
 17 Francisco, CA, (c) 720 Jones Street, San Francisco, CA, (d) 815 O'Farrell Street, San Francisco,  
 18 CA, (e) 1705 Octavia Street, San Francisco, CA, (f) 626 Powell Street, San Francisco, CA, (g)  
 19 1085 South Van Ness Avenue, San Francisco, CA, and (h) 1155 Jones Street, San Francisco,  
 20 CA, the description of which is contained in the Deed of Trust attached to Plaintiffs' Complaint  
 21 as Exhibit 2. The Property, along with any related personal property owned by Defendant and  
 22 secured by the Deed of Trust or any other document executed by Defendant in favor of Plaintiff  
 23 in connection the loan, including but not limited to, all rents, issues and profits related to the  
 24 Property, shall be referred to herein as the "Receivership Estate".

25 **2. Receiver's Oath and Bond:**

26 The Receiver shall execute a Receiver's Oath. Within three days of entry of this Order,  
 27 the Receiver shall also post a Bond from an insurer in the sum of \$20,000, conditioned upon the  
 28 faithful performance of the Receiver's duties. The Receiver's Bond and Oath may be filed by

1 electronic transmission. This Order shall become effective upon the Court's receipt of such.  
2 The Receiver discloses that he is employed as Vice President of Laramar Urban Specialty  
3 Partners, LLC, which will be the property manager for the Property.

4 **3. Receiver's Fees:**

5 All fees and costs of the Receiver and employees of the Receiver shall be accounted for  
6 in the monthly financial report. Upon submission of the monthly report, without further Order of  
7 the Court, the Receiver shall be entitled to fees and reimbursement of all expenses, from funds of  
8 the Receivership Estate for such time as is reasonable and necessary for the Receiver to  
9 accomplish the purposes and tasks set forth in this Order, at the rate described in Exhibit A  
10 attached hereto. Receiver's expenses shall include, but not be limited to travel, mileage, faxes,  
11 copies, photographs, printing and similar Receiver-provided benefits.

12 **4. Receiver's Authority and Duties:**

13 (A) The Receiver shall take immediate and exclusive possession, custody and control  
14 of all real and personal property including, without limitation, any related  
15 business operated by Defendant (whether such business be managed by the named  
16 Defendant or its agents) and all monies there from, equipment, fixtures,  
17 furnishings, books, records, inventory, assets, royalties, rents (including any and  
18 all prepaid rents for subsequent periods), receivables, accounts, deposits, equities,  
19 and profits. The Receiver shall care for, preserve and maintain the Property, and  
20 may incur any expenses necessary for this purpose. All such expenses shall be  
21 paid from funds of the Receivership Estate.

22 (B) The Receiver is hereby given the power and authority usually held by receivers  
23 and reasonably necessary to accomplish the purpose of this Receivership  
24 including, without limitation, the specific powers to:

25 i. Change any and all locks on the Property (other than to occupied residential  
26 units) and limit Defendant's access thereto;  
27 ii. Maintain, protect, collect, sell, liquidate, or otherwise dispose of property;  
28 provided, however, that the Receiver shall not sell or otherwise dispose of

any property, other than in the ordinary course of business, except as provided in section 10 of this Order;

- iii. Take possession of all bank and other deposit accounts of the Defendant related to the Property; open, transfer and change all bank and trade accounts relating to the Property, so that all such accounts are in the name of the Receiver; and make disbursements in payment of expenses incurred by the Receiver in accordance with this Order;
- iv. Hire, on a contract basis, professionals, employees, real estate brokers, general contractors and other personnel necessary to manage, preserve, market and sell the Property;
- v. Retain existing employees of the Defendant or related parties as Defendant's employees in order to continue any business operations, in which case payroll taxes, workers compensation insurance, and related costs will be carried and reported as those of the Defendant, and not of the Receivership Estate. The Receiver may, in the alternative in his sole discretion, carry all employees as those of any management company or other entity hired by the Receiver;
- vi. Hire, employ, pay and terminate servants, agents, employees, clerks and accountants; purchase materials, supplies, advertising, and other services at ordinary and usual rates and prices using funds that shall come into the Receiver's possession; collect or compromise debts of the Receivership Estate; incur risks and obligation ordinarily incurred by owners, managers, and operators of similar enterprises, which in the Receiver's reasonable judgment, are necessary for the operation of the business, and no such risk or obligation incurred shall be the personal risk or obligation of the Receiver but only that of the Receivership Estate;
- vii. Reject any leases or unexpired contracts of the Defendant that are, in the Receiver's judgment, burdensome on the Receivership Estate in accordance

with applicable law;

- viii. Make and enter into new residential leases for a term not exceeding one year, obtain and eject tenants, and set or modify rents and terms of rent in accordance with applicable law, without prior Court approval; make and enter into new commercial leases for a term not exceeding five years, obtain and eject tenants, and set or modify rents and terms of rent in accordance with applicable law, without prior Court approval; the Receiver may retain the services of one or more real estate agents to assist in the leasing of the Property, so long as the commission paid to such agents is within the industry norms for the leasing of similar properties;
- ix. Borrow funds from Plaintiff or third parties required to continue the operation of the existing business and/or when current income is insufficient to meet expenses, upon such terms as deemed reasonable by the Receiver. Nothing in this Order shall obligate Plaintiff to provide such funds, and Plaintiff, or any other lending party, shall be entitled to the issuance of a Receiver's Certificate, in accordance with Section 18 of this Order;
- x. Collect all rents, profits and income, which now or hereafter may be due from the operation of the Property and improvements thereon, including such rents, income and profits presently held in bank accounts for the Property;
- xi. Direct tenants of the Property to pay rent to the Receiver or directly into any account established under the loan documents attached to Plaintiff's Complaint for the purpose of collecting rents and profits from the Property;
- xii. Subject to applicable law, employ and compensate unlawful detainer attorneys or eviction services or other counsel with respect to the operation of the Property. Notwithstanding any other provision of this Order, the Receiver is authorized to employ Phillip Wang, Esq. of the law firm of

1 Duane Morris, LLP at his normal and customary rate for similar services as  
 2 his counsel in this matter without further application to the Court. The  
 3 Receiver may pay for such services from the funds of the Receivership  
 4 Estate. Neither Mr. Wang nor Duane Morris, LLP are associated with or  
 5 employed by an attorney for any party.

6       xiii. With prior Court approval, abandon property the Receiver considers to be  
 7 of little or no value to the Receivership Estate.  
 8       xiv. Otherwise comply with all of the Orders of this Court.

9       (C) The Receiver shall not be obligated to prepare or file any federal or state income  
 10 tax, returns, schedules or other forms on behalf of Defendant, which continue to  
 11 be an obligation of the Defendant.

12      **5. Overhead Expenses of Receiver:**

13       All fees and expenses incurred by the Receiver, which pertain solely to the Receiver's  
 14 general office administration and/or overhead, including, but not limited to office supplies,  
 15 employee wages, taxes and benefits and other charges shall not be an expense of the  
 16 Receivership Estate unless incurred directly and solely for the benefit of the Receivership Estate.

17      **6. Inventory:**

18       Within thirty (30) days after entry of this Order hereunder, the Receiver shall file an  
 19 inventory of all real property and personal property taken into possession pursuant to this Order.

20      **7. Security Deposits:**

21       Any security or other deposits which tenants have paid to Defendant or its agents and  
 22 which are not turned over to the Receiver, and over which the Receiver has no control, shall be  
 23 obligations of the Defendant and may not be refunded by the Receiver without an order of this  
 24 Court. Any other security or other deposits that tenants have paid or may pay to the Receiver, if  
 25 otherwise refundable under the terms of their leases or agreements with the Receiver, or if  
 26 refundable under the terms of their leases or agreements on the date of entry of the Order through  
 27 such date that the Order is in effect, shall be refundable by the Receiver in accordance with such

1 leases or agreements. Trophy has provided to the Court a Declaration attaching a record of the  
2 security deposits, which is attached as Exhibit A to this Order.

3 **8. Monthly Reports:**

4 The Receiver shall prepare and serve on Plaintiff and Defendant interim reports of the  
5 condition and operation of the Receivership Estate within thirty (30) days of the closing of each  
6 accounting period or month. These interim reports shall include the Receiver's fees and expenses  
7 of the Receivership Estate, including fees and costs of accountants and attorneys authorized by  
8 the Court, incurred for each reporting period in the operation and administration of the  
9 Receivership Estate. The Receiver shall follow accounting standards typical for similar  
10 properties, and may enlist the aid of accountants for preparation of Receiver's reports to the  
11 Court. Upon service of each report, if no objections are received within 7 calendar days, the  
12 Receiver may disburse funds from the Receivership Estate in the amount of each statement.  
13 Notwithstanding periodic payment of fees and expenses, all fees and expenses shall be submitted  
14 to the Court for approval at the hearing to discharge the Receiver.

15 **9. Management of the Property and/or Business Entity:**

16 The Receiver shall operate and manage the Property including, but not limited to,  
17 collecting rent, and operating any related business entity. The Receiver may employ such agents,  
18 independent contractors, employees and management companies to assist the Receiver in  
19 managing the Receivership Estate including, but not limited to, a company or entity in which the  
20 Receiver is a principal or which is affiliated with the Receiver, provided the amount of  
21 compensation paid to any such agent or firm is comparable to that charged by similar entities for  
22 similar services. The Receiver may undertake the risks and obligations ordinarily incurred by  
23 owners, managers and operators of similar businesses and enterprises and the Receiver shall pay  
24 for these services from the funds of the Receivership Estate. No risk or obligation incurred  
25 under this Order shall be the personal risk or obligation of this Receiver, but shall only be the  
26 risk and obligation of the Receivership Estate. All who are acting, or have acted, on behalf of the  
27 Receiver at the request of the Receiver under this Order are protected and privileged with the  
28 same protections of this Court as the Receiver.

1      **10. Sale of the Property:**

2            (A) The Receiver is authorized and directed to investigate and evaluate whether the  
3            best interests of the parties are served through a public or private sale, as provided  
4            under 28 U.S.C. § 2001(a) and (b). The Court appoints and makes the Receiver  
5            the Defendant's attorney in fact, for the sole purpose of selling all or a portion of  
6            the Property on behalf of, and in the name of, Defendant, subject to the  
7            requirements contained in 28 U.S.C. §2001, including Court approval and notice.  
8            Trophy is not waiving any rights that it might have, if any, under applicable law,  
9            to object to a sale.

10          (B) The Receiver is authorized and directed to market the Property in a commercially  
11          reasonable manner and negotiate and execute a contract to sell the Property,  
12          subject to further order of the Court confirming the sale and authorizing delivery  
13          of a conveyance deed.

14          (C) The Receiver shall be the exclusive disposition agent, but may retain the services  
15          of one or more real estate agents ("Brokers") to assist in the marketing and sale of  
16          the Property, so long as the total real estate commissions paid to all Brokers (and  
17          the Receiver, if applicable) is within the industry norms for the sale of similar  
18          properties. If no Brokers participated in the sale, the Receiver shall be entitled to  
19          a "Transaction Fee" of two percent (2%) of the sale price. No Transaction Fee  
20          will be due if Receiver is paid any portion of the Brokers' commission.

21          (D) The Receiver, Plaintiff or Defendant may petition the Court for approval, by  
22          motion, of any contract for sale of Receivership Estate, and any such order of  
23          approval of sale shall be a final order. After closing on the sale of any of the  
24          Receivership Estate, the Receiver shall include in the Monthly Report, with  
25          respect to the property which was sold, sale price and the date of the sale.

26          (E) The "Net Proceeds of the Sale of the Property" shall be the gross sales price of the  
27          Property less closing costs, title insurance, prorations, sales commissions and  
28          other fees, costs, or adjustments approved by the Receiver and Plaintiff.

1           **(F)**   The Net Proceeds of the Sale of the Property shall be disbursed as follows:

2           i.       First, for payment of any unpaid fees and expenses, of the Receiver, if  
3           any; and

4           ii.      Second, to Plaintiff, for amounts due under their loan.

5           iii.     Any remaining sums shall be held by the Receiver pending further order  
6           of the Court

7           **11. Police Assistance:**

8           The Receiver may request assistance of law enforcement officials when taking  
9           possession, or at any other time during the term of the Receivership, if in the opinion of  
10          Receiver, such assistance is necessary to preserve the peace and protect the Receivership Estate.

11          **12. Bank Accounts:**

12          The Receiver shall take possession of, and receive from all depositories, banks,  
13          brokerages and otherwise, any money on deposit in such institutions belonging to or arising from  
14          the operation of the Property, whether such funds be in accounts titled in the name of the  
15          Defendant or not, and the Receiver may obligate the Receivership Estate to indemnify the  
16          institution upon whom such demand is made, and is empowered to open or close any other  
17          accounts. The Receiver shall deposit monies and funds collected and received in connection with  
18          the Receivership Estate at federally-insured banking institutions or savings associations which  
19          are not parties to this case. Monies coming into the possession of the Receiver and not expended  
20          for any purposes herein authorized shall be held by the Receiver pending further orders of this  
21          Court.

22          **13. Use of Funds:**

23          The Receiver shall pay only those bills that are reasonable and necessary for the  
24          operation of the protection of the Receivership Estate and shall allocate funds in the following  
25          order of priority: (1) the costs and expenses of the Property; (2) utilities, insurance premiums,  
26          general and special taxes or assessments levied on the real property and improvements thereon;  
27          (3) the creation and retention by the Receiver of a reasonable working capital fund; (4) amounts  
28          due to Plaintiff.

1     **14. Utilities:**

2                 Any utility company providing services to the Property, including gas, electricity, water,  
3 sewer, trash collection, telephone, communications or similar services, shall be prohibited from  
4 discontinuing service to the Property based upon unpaid bills incurred by Defendant. Further,  
5 such utilities shall transfer any deposits held by the utility to the exclusive control of the  
6 Receiver and be prohibited from demanding that the Receiver deposit additional funds in  
7 advance to maintain or secure such services. New accounts under the name of the Receiver shall  
8 be established within 30 days. Utility companies are prohibited from discontinuing service while  
9 the new Receivership accounts are in process of being established. Receiver shall not be  
10 responsible for payment of any utility bills, unpaid payroll expenses, unpaid service vendor  
11 invoices, unpaid supply vendor invoices or other unpaid invoices incurred by, or for the benefit  
12 of, the Property prior to the Receiver's taking possession of the Property, all such expenses being  
13 the sole obligation of Defendant.

14     **15. Mail:**

15                 The Receiver may issue demand to the U. S. Postal service to grant exclusive possession  
16 and control of mail including postal boxes as may have been used by Defendant and may direct  
17 that certain mail related to the Property and its business be re-directed to Receiver.

18     **16. Insurance:**

19                 The Receiver shall determine upon taking possession of the Property whether, in the  
20 Receiver's business judgment, there is sufficient insurance coverage. With respect to any  
21 insurance coverage in existence or obtained, the Receiver, Plaintiff and the property  
22 management company, if any one exists, shall be named as an additional insured on the policies  
23 for the period of the Receivership. If sufficient insurance coverage does not exist, the Receiver  
24 shall immediately notify the parties to this lawsuit and shall have thirty (30) calendar days to  
25 procure sufficient all-risk and liability insurance on the Property (excluding earthquake and flood  
26 insurance) provided, however, that if the Receiver does not have sufficient funds to do so, the  
27 Receiver shall seek instructions from the Court with regard to adequately insuring the Property.  
28 The Receiver shall not be responsible for claims arising from the lack of procurement or inability

1 to obtain insurance.

2 **17. Receiver's Certificates:**

3 In the event that income from the operation of the Property is insufficient to meet normal  
4 operating expenses and costs, the Receiver is authorized to borrow money and to issue  
5 Receiver's Certificates to secure such indebtedness. The total amount of all monies borrowed  
6 and Receiver's Certificates issued shall not exceed Ten Thousand Dollars (\$10,000.00) without  
7 further approval by Plaintiff.

8 **18. Plaintiff to notify Receiver of the Appearances of all Parties:**

9 The Plaintiff is ordered to promptly notify the Receiver of the names, addresses, and  
10 telephone numbers of all parties and their counsel who appear in the action, so that the Receiver  
11 may give notice to all parties of any matters affecting the Receivership.

12 **19. Instructions in the Event of a Bankruptcy Filing:**

13 (A) **Defendant's Duty to Give Notice of Bankruptcy:** In the event that a bankruptcy  
14 case is filed by Defendant during the pendency of this Receivership, Defendant  
15 must give notice of same to this Court, to all parties, and to the Receiver, within  
16 24 hours of the bankruptcy filing.

17 (B) **Receiver's Duties if Bankruptcy is Filed:** Upon receipt of notice that a  
18 bankruptcy has been filed which includes as part of the bankruptcy estate any  
19 property which is the subject of this Order, the Receiver shall do the following:

20 i. **Immediately Turn Over the Property if No Relief From Stay or**

21 **Motion to Dismiss the Bankruptcy will be sought:** The Receiver shall  
22 immediately contact the Plaintiff, and determine whether that party intends  
23 to move in the Bankruptcy Court for an order for both: (a) relief from the  
24 automatic stay or motion to dismiss and (b) relief from the Receiver's  
25 obligation to turn over the property (11 U.S.C. Section 543). If the  
26 Plaintiff indicates no intention to file such a motion within 10 days, then  
27 the Receiver shall immediately turn over the Property (to the trustee in  
28 bankruptcy, or if one has not been appointed, then to the Defendant if it is

1                   a “debtor-in-possession”), and otherwise comply with 11 U.S.C. Section  
2                   543.

3                   ii. **Remain in Possession and Preserve the Property, Pending Resolution**  
4                   **of Motion for Relief From Stay and Turnover, or Motion to Dismiss:**  
5                   If the Plaintiff notifies the Receiver of its intention to immediately seek  
6                   relief from the automatic stay or file a motion to dismiss, then the  
7                   Receiver is authorized to remain in possession and preserve the Property  
8                   pending the outcome of those motions pursuant 11 U.S.C. Section 543 (a).  
9                   The Receiver’s authority to preserve the property is limited as follows:  
10                  The Receiver may continue to collect rents, issues, and profits. The  
11                  Receiver may make disbursements, but only those which are necessary to  
12                  preserve and protect the property. The Receiver shall not execute any new  
13                  leases or other long-term contracts. The Receiver shall do nothing that  
14                  would effect a material change in circumstances of the property.  
15                  iii. The Receiver is authorized to retain legal counsel to assist the Receiver  
16                  with the bankruptcy proceedings.

17                  **20. Receiver’s Final Report and Account:**

18                  As soon as is practicable after the Receivership terminates, the Receiver shall file, serve,  
19                  and set for hearing in this Court his Final Report and Account. Notice shall be given to all  
20                  persons whom the Receiver has received notice of potential claims against the Receivership  
21                  Estate. The motion to approve the final report and accounting, and for discharge of the Receiver,  
22                  shall contain a summary of the Receivership accounting including enumeration, by major  
23                  categories, of total revenues and total expenditures, the net amount of any surplus or deficit with  
24                  supporting facts, a declaration under penalty of perjury of the basis for the termination of the  
25                  Receivership, and evidence to support an order for the distribution of any surplus, or payment of  
26                  any deficit, in the Receivership Estate. The bond of the Receiver shall be canceled and  
27                  exonerated upon the Court’s discharge of the Receiver.

1     **21. Instructions from the Court:**

2         The Receiver and the parties to this case may at any time apply to this Court for  
3 instructions or orders. The Court may grant any order requested by the Receiver, without further  
4 notice or hearing, if no objection is filed with the Court and served on the Receiver and the  
5 parties within twenty days after filing and service of the Receiver's request.

6     **22. General Provisions.**

7             (A) No person or entity shall file suit against the Receiver, or take other action against  
8                 the Receiver, without a prior order of this Court permitting the suit or action  
9                 provided, however, that no prior Court order is required to file a motion in this  
10               action to enforce the provisions of this Order or any other order of this Court in  
11               this action.

12             (B) The Receivership Estate and its employees, agents, attorneys and all professionals  
13                 and management companies retained by the Receiver shall have no liability for  
14                 any obligations, or debts incurred by Defendant. The Receiver and its employees,  
15                 agents and attorneys shall have no personal liability, and they shall have no claim  
16                 asserted against them relating to the Receiver's duties under this Order, without  
17                 prior authority from this Court as stated in (A) above.

18             (C) Nothing contained in the order of the Court shall be construed as obligating or  
19                 permitting the Receiver to advance its own funds to pay any costs and expense of  
20                 the Receivership Estate.

21             (D) Plaintiff shall indemnify, defend and hold the Receiver harmless from all suits in  
22                 connection with the Property and from any and all liability, including for damages  
23                 to property and injury or death related to the Property, except for liability arising  
24                 out of the Receiver's willful misconduct or gross negligence that is not the result  
25                 of Plaintiff's instruction or direction.

26             (E) Receiver is not connected with Plaintiff, either through blood, marriage or any  
27                 employment or ownership interest.

## **TEMPORARY RESTRAINING ORDER**

23. It Is Further Ordered that Defendant, and its respective agents, partners, property managers, employees, assignees, successors, representatives, managers and managing members, and all persons acting under, in concert with, or for them are ordered to immediately:

(A) **Turnover of Property:** Relinquish and turn over possession of the Property to the Receiver upon his appointment becoming effective;

(B) **Turnover of Keys, Books, and Records:** Turn over to the Receiver and direct all property managers and other third parties in possession thereof to turn over all keys, leases, books, records, books of account, banking records, statements and cancelled checks, ledgers, operating statements, budgets, real estate tax bills, contracts, and all business records related to the Property, and provide Receiver with all passwords needed to access all records and files maintained on any computer located on the Receivership Estate, or any other computers on which such information is stored, together with passwords needed to access Defendant's e-mail account, and all other business records relating to the Property, wherever located, and in whatever mode maintained.

(C) **Turnover of Licenses, Permits, and Taxpayer ID Number:** Turn over to the Receiver all documents that pertain to all licenses, permits, or government approvals relating to the Receivership Estate and shall immediately advise the Receiver of Federal and State taxpayer identification numbers used in connection with the operation of the Property.

(D) **Notification of Insurance:** Shall immediately advise the Receiver as to the nature and extent of insurance coverage on the Receivership Estate. Defendant shall immediately name the Receiver as an additional insured on the insurance policy(ies) for the period that the Receiver shall be in possession of the Receivership Estate. Defendant is prohibited from canceling, reducing, or

1                   modifying any and all insurance coverage currently in existence with respect to  
2                   the Receivership Estate; and

3                   **(E) Turnover of Monies and Security Deposits:** Immediately turn over to the  
4                   Receiver any monies including, but not limited to, rent, security deposits, prepaid  
5                   rent, or funds in property management bank accounts or other depository accounts  
6                   for the Property. The tenants occupying, using or leasing the Property, or any  
7                   portion thereof, shall now make payments to the Receiver.

8                   **24.** It is Further Ordered that pending further Order of this Court, Defendant, including its  
9                   agents, partners, managers, managing members, property managers and employees, and  
10                  all other persons acting in concert with them who have actual or constructive knowledge  
11                  of this Order, and their agents and employees, shall not:

12                  **(A) Commit Waste:** Defendant shall not commit or permit any waste on the Property  
13                  or any part thereof, or suffer, commit or permit any act on the Property or any  
14                  part thereof in violation of law, or remove, transfer, encumber or otherwise  
15                  dispose of any of the Property or the fixtures presently on the Property or any part  
16                  thereof;

17                  **(B) Collect Rents:** Defendant shall not demand, collect, receive, discount, or in any  
18                  other way divert or use any of the Rents from the Property.

19                  **(C) Interfere with Receiver:** Defendant shall not directly or indirectly interfere in  
20                  any manner with the discharge of the Receiver's duties under this Order or the  
21                  Receiver's possession of and operation or management of the Receivership  
22                  Estate;

23                  **(D) Transfer or Encumber the Property:** Defendant shall not expend, disburse,  
24                  transfer, assign, sell, convey, devise, pledge, mortgage, create a security interest  
25                  in, encumber, conceal or in any manner whatsoever deal in or dispose of the  
26                  whole or any part of the Receivership Estate, including, but not limited to, the  
27                  Rents, without prior Court Order; and

1       **25.** As to the injunctive relief granted herein, this Order shall be binding on the parties to this  
2                  action, their officers, agents, servants, employees, and attorneys, and on those persons in  
3                  active concert or participation with them who receives actual notice of this injunction,

4       **26. Plaintiff's Bond:** Plaintiff shall file a bond for the Restraining Order and Preliminary  
5                  Injunction described herein in the amount of \$5,000 within seven days of entry of Order.

6                  Dated: 7/23/10



7                  United States District Court Judge

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1 EXHIBIT A  
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5 **Proposed Receiver's Fee Structure**  
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7

8 Management Fee 5% of gross income but not less than \$500 per building per month  
9 Receivership Fee 1% of gross Income but not less than \$2500 per month  
10 Start up Fee \$1500 per property  
11 Disposition Fee \$1500 per property  
12 Project Management 8% of total project cost  
13 Leasing Commissions ½ month's rent but not less than \$750 per lease  
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12178461v.4

1 Edward C. Singer, Jr. (SBN 226406)  
2 2099 Market Street  
3 San Francisco, CA 94114  
Telephone: (415) 252-4220  
Facsimile: (415) 522-5283

4 Attorneys for Defendant  
TROPHY PROPERTIES IV B8A, LLC  
5  
6  
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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

11  
12 J.E. ROBERT COMPANY, AS SPECIAL  
13 SERVICER FOR WELLS FARGO BANK,  
N.A., AS TRUSTEE FOR THE REGISTERED  
14 HOLDERS OF J.P. MORGAN CHASE  
COMMERCIAL MORTGAGE SECURITIES  
TRUST 2007-LDP10 COMMERCIAL  
MORTGAGE PASS-THROUGH  
15 CERTIFICATES, SERIES 2007-LDP10,

Case No. C 10-3086 RS

**DECLARATION OF EDWARD C.  
SINGER, JR. REGARDING SECURITY  
DEPOSITS FOR TROPHY  
PROPERTIES**

16 Plaintiff,  
17  
18 v.  
19 TROPHY PROPERTIES IV B8A, LLC and  
DOES 1 – 50, inclusive,  
20 Defendants.

21  
22 I, Edward C. Singer, Jr., declare:

23  
24 1. I am General Counsel for the Defendant, Trophy Properties IV B8A, LLC  
("Trophy"). I have personal knowledge of the following facts and could and would testify  
25 competently to them if called as a witness.

26  
27 2. Attached to this Declaration as Exhibit 1 is a true and correct copy of a Trophy  
spreadsheets accurately detailing the security deposit balances as of July 21, 2010 for the

1 properties located at (a) 755-757 Green Street, San Francisco, CA; (b) 940-949 Hayes Trettet,  
2 San Francisco, CA; (c) 720 Jones Street, San Francisco, CA; (d) 815 O'Farrell Street, San  
3 Francisco, CA; (e) 1705 Octavia Street, San Francisco, CA; (f) 626 Powell Street, San Francisco,  
4 CA; (g) 1085 South Van Ness Avenue, San Francisco, CA; and (h) 1155 Jones Street, San  
5 Francisco, CA.

6 I declare under penalty of perjury under the laws of the United States that the foregoing is  
7 true and correct.

8

9 Dated: July 23, 2010

10 \_\_\_\_\_  
11 Edward C. Singer, Jr., Declarant.  
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13 12523287v.1  
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# EXHIBIT 1

**Security Deposit Balances Detail**

1085 South Van Ness Avenue						
101	t0034332	Lee	Current	1,920.00	500.00	
102	t0029423	Bannister	Notice	3,020.00	150.00	200.00
103	t0034217	Schulze	Current	1,500.00	500.00	150.00
104	t0020454	Cameron	Current	1,920.00	275.00	75.00
105	t0010159	Homan	Current	1,150.00		
106	t0010160	McCain	Current	800.00		
107	t0015562	Grey	Past	225.00		
107	t0033098	Timerman	Current	1,900.00	800.00	
108	t0034339	Kraus	Current	1,520.00	500.00	
109	t0033610	Ayala	Current	1,975.00		
110	t0024568	Berthold	Current	1,975.00	300.00	
201	t0024181	Richards	Past	-500.00		
201	t0034222	Kaye	Current	1,920.00	500.00	
202	t0035423	Fan	Current	1,945.00		
203	t0021180	Kenny	Notice	1,375.00		
204	t0010169	Bunge	Past	-1,250.00	-50.00	
204	t0032836	Haynes	Current	1,935.00		
205	t0012910	Smith	Current	1,675.00		
207	t0035936	Enriquez	Current	1,695.00		
208	t0015364	Chong	Past	225.00		
208	t0016767	Thompson	Current	1,420.00		
209	t0035433	Olson	Current	1,875.00		
210	t0026189	Kochhar	Current	2,075.00	75.00	

#### Security Deposit Balances Detail

I0035328	Tanaka	Current	2,000.00
I0010180	Kuppe	Current	1,000.00
I0010181	Garbisch	Current	1,000.00
I0018836	Fritz	Current	1,920.00
I0010309	Royal	Current	250.00
I0027277	Nichols	Current	2,420.00
I0035761	Keith-King	Current	1,750.00
I0010312	Finn	Current	1,000.00
I0035367	Tanaka	Current	100.00
I0032964	Haynes	Current	75.00
I0015365	Chong	Past	-225.00
I0024182	Richards	Past	-75.00
I0036511	Kaye	Current	255.00
I0035437	Olsen	Current	50.00
I0033611	Ayala	Current	175.00
I0034340	Kraus	Current	25.00
I0033319	Timmerman	Current	100.00
I0035568	Tanaka	Current	50.00
I0035882	Keith-King	Current	50.00
I0024589	Berthold	Current	125.00
I0035766	Fan	Current	50.00
I0036510	Boszel	Current	55.00
I0034333	Lee	Current	75.00
<b>Property Totals</b>			<b>43,910.00</b>
		2,600.00	250.00
		1,790.00	100.00
		0.00	0.00
		0.00	0.00
		225.00	300.00

## Security Deposit Balances Detail

1155 Jones Street - Nob Hill Place				
101	t00112036	Accenture : San	Past	500.00
102	t0005525	Khambadkone	Past	1,000.00
107	t0022022	Lee	Cancelled	500.00
108	t00110426	Nichols	Past	-1,000.00
109	t0005532	Braun	Current	150.00
201	t0021287	Brand (Mark Stark)	Past	32.00
205	t00110316	Rosenbaum	Current	1,000.00
210	t0011220		Past	250.00
301	t0033240	Pickatt	Current	1,000.00
301	t0012864	Beetra	Past	500.00
305	t0009727	Chakraborty	Past	500.00
306	t0009728	Piper	Past	-1,000.00
307	t0011672	Chew	Past	-500.00
403	t0011977	Phinington	Past	1,000.00
405	t0010739	Kwong	Cancelled	1,000.00
405	t0009617	McDonald	Past	500.00
407	t0009634	Wenzlaff	Past	-300.00
501	t0010302	Cisham	Past	-500.00
501	t00112427	Kieffer	Past	-500.00
505	t0009679	Bruscella	Past	1,000.00
507	t0009633	Khosrovani	Past	1,000.00
507	t0009894	Ferguson	Past	1,000.00
509	t0010662	Ostler	Past	1,000.00

#### Security Deposit Balances Detail

**Security Deposit Balances Detail**

1705 Octavia Street						
101	t0013091	Allen	Current	1,475.00	250.00	75.00
102	t0033634	Molina	Current	1,525.00	500.00	
103	t0010114	Pfeifer	Current	750.00		
201	t0010115	Hicks	Current	1,500.00		
202	t0010116	Manno	Current	775.00		
203	t0035293	Foster	Current	1,725.00	500.00	
204	t0010118	Youtz	Current	1,275.00		
301	t0014177	Resignato	Current	1,50.00		
302	t0014218	Clementza	Current	1,560.00		
303	t0010121	Cushman	Current	225.00		
304	t0013848	Jones	Current	1,500.00		
PK01	t0013117	Morrow	Past	415.00		
PK02	t0013209	Allen	Past	-250.00	-75.00	
PK03	t0012959	Chiou	Past	-25.00	-25.00	
PK04	t0036304	Molina	Current	275.00		
PK05	t0035929	Washington (Offsite)	Current		275.00	
<b>Property Totals</b>			<b>14,040.00</b>	<b>1,000.00</b>	<b>-25.00</b>	<b>\$25.00</b>
					<b>25.00</b>	<b>0.00</b>
					<b>0.00</b>	<b>0.00</b>
					<b>0.00</b>	<b>275.00</b>

## Security Deposit Balances Detail

626 Powell Street					
101	t0033083	Basilico-Lapo	Current	2,020.00	
102	t0009754	Bowser	Current	190.00	
103	t0009755	Balakrishna	Current	1,100.00	
104	t0034578	Nelson	Current	2,020.00	500.00
201	t0036303	Wu	Current	1,350.00	
202	t0009757	Murray	Current	1,200.00	
203	t0036080	Grace	Current	1,350.00	500.00
205	t0009763	Hanson	Current	1,170.00	
206	t0023727	Shorett	Current	1,485.00	
301	t0033821	Scn	Current	1,425.00	
302	t0009766	Marshall	Current	500.00	
304	t0034574	Marlowe	Current	1,450.00	
305	t0019305	Villalobos	Current	1,575.00	
306	t0009769	Herada	Current	700.00	
401	t0009770	Kuczynski	Current	1,200.00	
402	t0034145	Jordan	Current	1,475.00	
404	t0035548	Macomber	Current	1,285.00	
405	t0034342	Goldberg	Current	1,475.00	
406	t0033019	Riggsich	Current	1,520.00	500.00
501	t0014428	Moran	Current	1,520.00	
502	t0032853	Trichez	Current	1,575.00	
503	t0009778	Vernader	Current	575.00	
504	t0033729	Langan	Current	1,520.00	300.00

### Security Deposit Balances Detail

	505	10009780	Connolly	Current		580.00
	506	10034316	Giles	Current	1,425.00	
	601	10035014	Christensen	Current	1,550.00	300.00
	602	10034734	Grannis	Current	1,475.00	
	603	10009783	Pickering	Current	560.00	
	604	10009784	Kilzas	Current	475.00	
	605	10009785	Watt	Past	1,300.00	-1,300.00
	606	10036074	Fedun III	Current	1,395.00	
	606	10009787	Hall	Current	877.55	
<b>Property Totals</b>				<b>39,327.65</b>	<b>2,160.00</b>	
				<b>0.00</b>	<b>0.00</b>	
				<b>0.00</b>	<b>-1,300.00</b>	
				<b>0.00</b>	<b>0.00</b>	
				<b>0.00</b>	<b>0.00</b>	
				<b>0.00</b>	<b>0.00</b>	

**Security Deposit Balances Detail**

720 Jones Street					
01	t0027532	Reyes	Notice	1,550.00	
01A	t0034783	Hungle	Current	1,075.00	
02	t0009971	Thoi	Current	650.00	
03	t0009972	Huynh	Past	200.00	
03	t0026382	Miller	Past	1,550.00	
05	t0034383	Hsiao	Current	1,250.00	
06	t0034702	Reich	Current	1,275.00	
08	t0034746	Park	Current	1,875.00	
09	t0009975	Nguyen	Current	200.00	
21	t0025494	Yen-Lin	Current	1,975.00	
24	t0009977	Huynh	Current	105.00	
26	t0009978	Duong	Current	205.00	
27	t0035930	Emmanuel	Current	1,125.00	
30	t0009980	Shumwa Yip	Current	1,100.00	
31	t0009981	Seki	Current	1,100.00	
32	t0009982	Yonjaneen	Current	200.00	
33	t0010114	Yun	Past	-750.00	
33	t0011459	Alschuler	Current	1,150.00	
34	t0015899	Miller	Notice	1,575.00	
36	t0034125	Ichimaru	Notice	1,075.00	
37	t0018333	Nikolacu	Current	1,350.00	
42	t0009985	Huynh (AKA: Kevin	Current	205.00	
43	t0009986	Milin	Current	205.00	

**Security Deposit Balances Detail**

44	10034412	Ramimazad	Notice				1,200.00
45	10034889	Jangda	Current	1,312.50			
47	10069989	Jin	Current	420.00			
48	10035208	Kumisawa	Current	1,687.50			
50	10009991	Tran	Current	205.00			
51	10009992	Yamamoto	Current	1,100.00			
52	10009993	Terasawa	Past	825.00			-825.00
52	10027756	Pohl	Current	1,620.00			
54	10009994	Chiem	Current	200.00			
56	10033208	Yan	Current	1,175.00			
57	10009995	Tran	Current	200.00			
<b>Property Totals</b>				<b>30,210.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
						<b>-825.00</b>	<b>0.00</b>
						<b>0.00</b>	<b>0.00</b>

**Security Deposit Balances Detail**

755 Green Street						
755-1B	t0013421	Kay	Current	1,850.00		
755-1C	t0019308	Litteras	Notice	2,320.00	200.00	
755-1D	t0034854	Lee	Current	2,220.00		
755-2B	t0029002	Mego	Current	2,920.00		
755-2D	t0010141	Storck	Current	975.00	25.00	
755-2E	t0034836	Puente-Lara	Current	1,875.00		
755-3A	t0010143	Harris	Current	1,200.00		
755-3B	t0033754	Hunziker	Notice	1,950.00	800.00	
755-3C	t0031548	Grantham	Current	2,520.00		
755-3E	t0035317	Williamson	Current	1,945.00	500.00	
755-PK02	t0013463	Kay	Current	250.00	250.00	
755-PK05	t0013166	Kwok (Offsite)	Current	250.00	-200.00	
755-PK09	t0016578	Robinson	Past			
755-PK09	t0029404	Mego	Current	250.00	250.00	
755-PK10	t0013955	Heier	Past	250.00		
755-PK11	t0031790	Fleming	Current			275.00
755-PK13	t0033987	Hunziker	Notice	250.00		
757-1A	t0012769	Campbell	Current	1,550.00		
757-1B	t0036316	Leibloch	Current	1,650.00		
757-1C	t0034809	Bridger	Current	2,350.00	300.00	
757-1D	t0035926	Ghosh	Current	1,595.00		
757-1E	t0010280	Sadie	Current	1,305.00		
757-2B	t0010284	Mc Caustland	Current	1,027.00		

**Security Deposit Balances Detail**

757-2C	I0036155	Emerson	Current	2,250.00	25.00		
757-2E	I0010287	McInnes	Current	1,800.00			
757-3A	I0010288	Carkson	Current	840.00			
757-3B	I0028433	Beck	Current	2,350.00			
757-3C	I0010295	Gandy	Current	185.00			
757-3D	I0034474	O'Rourke	Current	1,820.00			
757-3E	I0010804	Song	Current	250.00			
757-PK01	I0031670	Ristic (offsite)	Current		275.00		
757-PK02	I0014033	McGuire	Past		-250.00		
757-PK06	I0020945	Mehrotra (Offsite)	Current		250.00		
757-PK10	I0026191	Stein (offsite)	Current			275.00	
757-PK11	I0034910	Bridger	Current	50.00			
757-PK12	I0035453	Williamson	Current	200.00			
757-PK12	I0032533	Karsz (offsite)	Past		240.00		
757-PK13	I0034541	O'Rourke	Current	50.00			
<b>Property Totals</b>				<b>\$3,997.00</b>	<b>1,600.00</b>	<b>\$6.00</b>	<b>1,200.00</b>
				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
							<b>1,065.00</b>

**Security Deposit Balances Detail**

815 O'Farrell Street						
100	t0010913	Elassali	Current	625.00	25.00	
101	t0034896	Green	Current	1,175.00		
201	t0034309	Smith	Current	1,120.00	300.00	
202	t0022240	Dawei Hu	Current	1,720.00		
204	t0034766	Bragg	Current	1,145.00		
205	t0013879	Anderson	Current	1,120.00		
206	t0024111	Gonzales	Current	1,012.50		
207	t0031875	Chutz	Current	1,320.00		
208	t0034864	Meyers	Current	1,175.00		
301	t0011948	Grob	Current	300.00		
302	t0011049	Balam Herrera	Past	-795.00		
302	t0014043	Wuble	Current	1,120.00		
304	t0035737	Contact David	Current	1,275.00		
305	t0034689	Pineder	Current	1,175.00		
307	t00361045	Stein	Current	1,050.00		
401	t0034262	Weaver	Current	1,220.00	300.00	
402	t0035812	Quinlano	Current	995.00		
403	t0035334	Danby	Current	1,200.00	300.00	
405	t0034500	Garrison	Current	1,200.00		
406	t0034796	Togliatti	Current	1,175.00		
407	t0034555	Bernard	Current	1,125.00	500.00	
502	t0036017	Trufanova	Current	1,075.00		
504	t0014621	Starling	Current	1,150.00		

**Security Deposit Balances Detail**

505	t0011059	Quang Le	Current		850.00		
506	t0011135	Probst	Current		850.00		
507	t0034577	Degado	Notice	1,220.00			
508	t0011051	Hill	Current	675.00	300.00		
601	t0034641	Levya	Current	1,245.00			
602	t0033782	Hernandez (Bldg	Current	1,320.00			
603	t0034484	Dimanurat	Past	1,175.00			
603	t0035342	Rosen	Current	1,200.00			
604	t0031870	Lancaster	Current	2,725.00			
605	t0034116	Brookbank	Notice	1,220.00	300.00		
607	t0028378	Kaser	Past	1,720.00			
607	t0035986	Hayey	Current	1,030.00			
608	t0036113	Moore	Current	975.00			
LARRK0749	t0011170	Minh-Tan Cafe (Lu	Current	1,150.00			
<b>Property Totals</b>				<b>41,032.90</b>	<b>2,000.00</b>	<b>25.00</b>	<b>0.00</b>
				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Security Deposit Balances Detail**

<b>340-942 Hayes Street</b>					
02	t0032581	Levitt	Current	2,750.00	
03	t0034046	Kytle	Current	1,620.00	300.00
04	t0034895	Lemoine	Current	1,550.00	
05	t0036210	Bernacke	Current	1,700.00	500.00
05	t0009141	Carr	Past	1,565.00	
06	t0012611	Golden	Current	1,550.00	
07	t0023300	Leavitt	Current	1,275.00	
08	t0029811	Winter	Current	2,425.00	
09	t0034911	Levine	Current	1,525.00	
10	t0022282	Riskin	Current	2,200.00	
11	t0009175	Wickberg	Current	1,745.00	500.00
12	t0009177	Taylor	Past	-200.00	
14	t0009179	Emmack	Current	1,220.00	
15	t0009210	Smith	Current	1,400.00	
16	t0009219	Dealey	Current	50.00	
17	t0036285	Brunner	Current	1,350.00	
18	t0009221	Manjon	Current	750.00	
19	t0009222	Bilanges	Past	-1,025.00	
19	t0026386	Toibas	Current	1,825.00	
20	t0017995	Poore	Current	1,475.00	300.00
21	t0012626	Carson	Current	1,575.00	
22	t0035386	Taylor	Current	2,225.00	500.00
24	t0026046	Carter	Current	1,775.00	300.00

**Security Deposit Balances Detail**

25	t0013853	Lekas	Current		1,575.00		500.00		
25	t0010238	Rajagopal	Past				200.00		
26	t0014411	Oliver	Past	2,220.00		300.00		50.00	
27	t0009229	Gegelein	Current	1,275.00					
28	t0028077	Espinosa	Current	1,820.00					
29	t0027402	Tarrant	Current	2,720.00					
30	t0009232	Dickens	Current	50.00					
31	t0033866	Rotto	Current	1,625.00					
33	t0005234	Gumulinski	Current	1,210.00					
34	t0017533	Pearson	Current	2,100.00					
35	t0017407	Hildebrandt	Current	2,720.00					
36	t0036086	Foote	Current	1,295.00					
37	t0034959	Marin	Current	1,720.00					
38	t0009239	Ray	Current	1,595.00					
39	t0009240	Goldsand	Current	230.00					
A	t0009241	Lewis	Current	1,075.00					
C	t0034082	Harvey	Current	2,220.00					
D	t0009242	Mathis	Current	995.00					
STAL-001	t0032355	Riskin (Apr 10)	Current	275.00					
STAL-002	t0022359	Pearson	Current	225.00					
STAL-001	t0027802	Wicksberg	Current	250.00					
STAL-002	t0032549	Oliver	Past	250.00		25.00			
STAL-1	t0009249	Hager	Past				38.20		
		Property Totals		58,970.00	2,709.00	0.00	1,250.00	325.00	0.00
							38.20	0.00	0.00
								0.00	0.00

#### Security Deposit Balances Detail

**Report Totals**      261,819.95      12,000.00      300.00      4,865.00      450.00      -2,125.00      34.20      0.00      0.00      1,540.00